

WHITEFORD TAYLOR & PRESTON, LLP  
7 St. Paul Street  
Baltimore, MD 21202  
Telephone: (410) 347-9402  
Facsimile: (410) 223-4302  
Brent C. Strickland, Esq. (BS-7811)

*Attorneys for Headstrong Services LLC*

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

	:	Chapter 11
In re:	:	
	:	Case No. 08-13555 (JMP)
LEHMAN BROTHERS HOLDINGS, INC., <i>et al</i> ,	:	
	:	Jointly Administered
Debtors.	:	
	:	

**HEADSTRONG SERVICES LLC’S OBJECTION TO PROPOSED CURE AMOUNT**

Headstrong Services LLC (“Headstrong”), by counsel, hereby objects to the Debtors’ proposed cure amount, and in support of this objection respectfully states as follows:

**PRELIMINARY STATEMENT**

Headstrong is a party to multiple contracts (the “Headstrong Contracts”) with Lehman Brothers, Inc. (“Lehman”). On September 17, 2008, the Debtors filed their motion (“Motion”) to sell assets and to assume and assign executory contracts to the purchaser, Barclays Capital, Inc. (“Barclays”). The Headstrong Contracts are included within the universe of executory contracts to be assumed and assigned pursuant to the Motion. On September 20, 2008, this Court entered an order (“Sale Order”) [Docket No. 258] approving the sale, the assumption and assignment of the executory contracts, and providing a process for objecting to the proposed cure amounts.

Pursuant to the Sale Order, the Debtors assumed and assigned the Headstrong Contracts to Barclays. However, the proposed cure amount for the Headstrong Contracts as stated in the

schedules (the “Schedules”) to the Motion and Sale Order is not accurate. This objection filed by Headstrong is intended to confirm the amounts which are required to be paid by Barclays as a condition to assumption and assignment of the Headstrong Contracts (the “Cure Amounts”).

### **CURE AMOUNTS**

The proposed cure amount for the Headstrong Contracts stated by the Debtors in the Schedules is \$163,450.00. For whatever reason, this cure amount is not correct. Although it is not expressly acknowledged in either the Debtors’ Motion, the Sale Order, or the Schedules, upon information and belief, the Debtors were not able to accurately state the Cure Amounts when the Motion was filed because the actual amount that is required to be paid is the amount due as of the Closing Date, and the Closing Date was an unknown date as of the date the Sale Order was entered. Moreover, upon information and belief, it appears that the Debtors did not include amounts to which Headstrong would be entitled for work that was in process as of the Closing Date but for which payment would not be due until after the Closing Date.

Attached hereto and incorporated herein as Exhibit 1 is a spreadsheet identified as Headstrong Contracts Cure Amounts. Part 1 of Exhibit 1 identifies the amounts that were due and unpaid as of the Closing Date (September 22, 2008). That amount is \$645,900.00. Part 2 of Exhibit 1 identifies the amounts that will be due after the Closing Date for work that was in process as of the Closing Date. This amount is \$388,500. The amounts that will become due under these contracts are anticipated to become due on the date identified under the last column of Part 2.

Attached hereto and incorporated herein as Exhibit 2 are the outstanding invoices supporting the Cure Amounts identified in Part 1 of Exhibit 2.

WHEREFORE, Headstrong Services, LLC, by counsel, respectfully requests that the Court require that Barclays pay the Cure Amounts stated herein as a condition to the assumption and assignment of the Headstrong Contracts.

Dated: Baltimore, Maryland  
October \_\_, 2008

Respectfully submitted,

WHITEFORD TAYLOR & PRESTON, LLP

By: /s/ Brent Strickland

Brent C. Strickland, Esq. (BS-7811)  
7 St. Paul Street  
Baltimore, Maryland 21202  
Telephone: (410) 347-9402  
Facsimile: (410) 223-4302

and

Donald F. King, Esq. (Virginia 23125)  
Odin Feldman & Pittleman PC  
9302 Lee Highway, Suite 1100  
Fairfax, Virginia 22031  
Telephone: (703) 218-2116  
Facsimile: (703) 218-2160

***Attorneys for Headstrong Services LLC***

**CERTIFICATE OF SERVICE**

The undersigned certifies that this Objection, with Exhibits attached, was served upon the following entities on October 2, 2008, by mailing a copy to them at the address noted:

Weil, Gotshal & Manges LLP  
(Attn: Lori R. Fife and Shai Y. Waisman)  
Attorneys for Lehman Brothers Holdings, Inc. and LB745 LLC  
767 Fifth Avenue  
New York, NY 10153-0119

Hughes Hubbard & Reed LLP  
Attn: Jeffery S. Margolin  
Attorneys for the SIPC Trustee  
One Battery Park Plaza  
New York, NY 10004

Cleary Gottlieb Steen & Hamilton LLP  
(Attn: Lindsee P. Granfield and Lisa M. Schweitzer)  
Attorneys for the Purchaser  
One Liberty Plaza  
New York NY 10006

Nancy Stanton  
Barclays Capital  
1301 Ave of Americas, 5<sup>th</sup> Floor  
New York, NY 10019

/s/Donald F. King  
**DONALD F. KING**